

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE:

Thaddeus Askew  
*aka* Tad Askew  
Debtor,

Case No. 17-08299  
Chapter 13  
Judge Timothy A. Barnes

**ORDER TO APPROVE LOAN MODIFICATION AGREEMENT WITH RESPECT TO  
THE REAL PROPERTY LOCATED AT 1670 224<sup>TH</sup> COURT, SAUK VILLAGE, IL 60411**

This matter came to be considered on the Motion to Approve Loan Modification Agreement with respect to the Real Property Located at 1670 224<sup>th</sup> Court, Sauk Village, IL 60411 (the “Motion”) filed by Rocket Mortgage, LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. (“Movant”).

Movant has alleged that good cause exists for granting the Motion and that Debtor, the Chapter 13 Trustee, and all other necessary parties were served with the Motion and with notice and opportunity to object to the Motion. No party filed a response or otherwise appeared in opposition to the Motion.

Based on this, it appears appropriate to grant the relief requested.

**IT IS THEREFORE ORDERED** that the Motion is granted, and the Loan Modification is approved for the Real Property Located at 1670 224<sup>th</sup> Court, Sauk Village, IL 60411, pursuant to the terms agreed upon Loan Modification Agreement:

- a. Effective October 1, 2021, the outstanding Principal Balance under the Mortgage Loan is \$78,451.04 (“New Principal Balance”).
- b. The new maturity date of the Mortgage Loan is October 1, 2051.
- c. The interest rate on the New Principal Balance is 3.2500% per annum. This rate is fixed for the remainder of the loan term.

- d. Effective November 1, 2021, Debtor's ongoing mortgage payment shall be \$1,108.66 per month, including Principal and Interest plus escrow amounts for property insurance and property taxes. The payment amount shall be subject to future adjustments for changes in insurance and taxes as provided for in the mortgage and consistent with the requirements of applicable Federal and State Law.
  - e. The property securing this mortgage is located at 1670 224<sup>th</sup> Court, Sauk Village, IL 60411.
- 2. Effective November 1, 2021, payments pursuant to the Loan Modification approved in this Order shall be made by the Debtor directly to Movant.
  - 3. Upon the conclusion of Debtor's Chapter 13 case, whether by discharge, conversion, dismissal or otherwise, Debtor shall be responsible for making all future payment pursuant to the terms of the Mortgage Loan documents.
  - 4. The Mortgage Loan shall be deemed contractually current as of November 1, 2021.
  - 5. Except as modified in this Order, the terms and conditions of the Loan and Mortgage documents between Debtors and Creditor shall remain in full force and effect.
  - 6. The treatment of the claim of Creditor in Debtors' Chapter 13 Plan as confirmed (and as modified, if at all) is modified as necessary to comply with the provisions of this Order.
  - 7. Entry of this Order is without prejudice to debtor filing any further plan modification that debtor deems appropriate.

**IT IS FURTHER ORDERED** and adjudged that except as expressly modified herein, Debtor's Plan as confirmed (and as later modified, if at all) shall remain in full force and effect.